

had not paid the draft for \$6000 at its maturity, or even at the date of the letter, and that difficulties, the nature of which the correspondence does not explain, had arisen, from which it was supposed Dall might be uneasy on account of his responsibility as surety in Schley's bond as trustee.

Then follows a letter from Dall to Schley, dated the 23d of May, 1845, in which he acknowledges the receipt of three letters from Schley to him, the last dated the 22d instant, (which letters, however, are not filed.)

In this letter, Mr. Dall states, "that in this last letter from Schley he received his check for \$6000, which he should send to Baltimore for collection. He then proceeds as follows: "In your letter enclosing this check, you observe, that you are endeavoring to get the parties interested to consent to the extension of the loan for five years, and think they will so agree. I sincerely hope you will be able to succeed in this effort, for as I have always considered this loan as a permanent one, I fear it would be inconvenient to return the money so soon." In relation to the remainder for Albert, I desire you so to arrange as will be most convenient to yourself. If Albert is paid his \$6000 by the 5th of December ensuing, it is all he can ask for; but if paid before, I suppose it will be more agreeable to him. So soon as you can arrange this latter, I shall be ready to execute the mortgage as agreed upon."

This letter shows, conclusively, that no certain definite contract had then been made. The time for which the money was to be loaned had not been agreed upon, but was a subject of negotiation between Schley and the parties interested.

The next letter, bearing date the 2d of September, 1845, is from Schley to Dall: in it he expresses his desire to close the transaction in relation to the loan of \$12,000, so as to make that sum due him from the first of July of that year, and he suggests how the calculation shall be made for that purpose, and asks to be informed how much is due to Mr. Albert, so that the difference to be paid by Dall, in satisfaction of Albert's judgment may be ascertained; and then specifies, particularly, the terms and conditions upon which this loan is to be made.